

TERMS & CONDITIONS

Promotion	Battery World Marine Promotion
Promoter	The Promoter is Battery World Australia Pty Ltd (ABN 91 050 399 605) of P.O. Box 608, Spring Hill, QLD 4004.
Promotion Type	Gift with purchase via online claim
Purchase Period	Purchase Period commences: 11/11/2018 Purchase Period concludes: 23/12/2018 , while stocks of Participating Products last.
Claim Period	Claim Period commences: 09.00am AEST on 11/11/2018 Claim Period concludes: 11.59pm AEST on 07/01/2019
Participating Stores	Stores participating in the Promotion are Battery World stores Australia-wide.
Eligible Claimants	<p>The Promotion is only open to individuals aged 16 years or older who are residents of Australia, excluding any employees (and their immediate families) of the Promoter, its associated companies/subsidiaries, Participating Stores and agencies or companies associated with this Promotion.</p> <p>"Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.</p>
Participating Products	<p>Participating Products are any of the following batteries from the Century Marine Pro and Yuasa Seafarer range:</p> <p>Item code: D23RM MFY, NS70M MFY, N70ZM MFY, D23RM MFC, NS70M MFC and N70ZM MFC.</p>
How to Participate	<p>To participate in the Promotion and claim a Gift, an Eligible Claimant must:</p> <p>(a) during the Purchase Period, purchase any Participating Product from a Participating Store ("Qualifying Purchase") and collect their invoice/purchase receipt; then</p> <p>(b) during the Claim Period, visit www.batteryworldrewards.com.au using a compatible browser and fully complete and submit the online claim form, providing all details required, including but not limited to:</p> <ol style="list-style-type: none"> i. any requested personal information; ii. the Participating Product item code purchased from the drop-down lists provided; iii. the invoice/receipt from the Qualifying Purchase; iv. uploading an image of the Qualifying Purchase receipt; and v. their acceptance of these Terms and Conditions. <p>The Qualifying Purchase receipt provided must clearly specify:</p> <ul style="list-style-type: none"> • the Participating Product/s purchased; • the Participating Store of purchase; • the purchase date; • the receipt number/transaction number; and • that payment for the Qualifying Purchase has been received in full. <p>If the Qualifying Purchase receipt is missing any of the above information or is illegible or indecipherable it will render the claim invalid. The Promoter is not responsible if an Eligible Claimant's mobile device/desktop is not sufficiently</p>

	<p>capable for the purpose of submitting a claim, including having the requisite photograph capability.</p> <p>THEN If the Eligible Claimant complies with steps (a)-(b) above and their claim is deemed valid:</p> <ul style="list-style-type: none"> (a) The Eligible Claimant will receive a Gift activation email containing a link and a unique code to their email address provided on the online claim form. (b) The Eligible Claimant must then access the link in the Gift activation email, enter their unique code and follow the prompts. This must be completed within 30 calendar days from the date that the Gift activation email was sent, otherwise the claimant will forfeit the Gift. (c) Once the Eligible Claimant redeems their Gift in accordance with clause (b) above, they will receive their Gift to their nominated email address within two (2) business days, with instructions on how the Eligible Claimant can use their Gift (see "Gift" clauses below).
<p>Required Verification/Proof of Purchase</p>	<p>If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, employment, residency, eligibility to participate in the Promotion and claim a Gift and compliance with these Terms and Conditions, and/or their Qualifying Purchase receipt that is identical to the receipt uploaded with their claim.</p> <p>If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time required by the Promoter, the claim submitted by the claimant will be deemed invalid.</p> <p>Gifts will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.</p> <p>It is the responsibility of the claimant to provide the required information.</p>
<p>Validation & Notification</p>	<p>All claims submitted in the Promotion will be reviewed by a representative of the Promoter.</p> <p>If a claim is deemed valid, the steps in the "How to Participate" section above will take place in relation to receiving a Gift.</p> <p>If a claim is deemed invalid, the claimant will receive an on-screen or email notification and will not be able to proceed with the claim process.</p>
<p>Gift</p>	<p>Each Gift is a \$20 Woolworths WISH Digital gift card - https://everydaygiftcards.com.au/media/static/Docs/STOREEGIFTCARDInCs2018.pdf</p> <p>Digital gifts cards are subject to the terms and conditions of the issuer, see link above.</p> <p>Digital gift cards are valid for a minimum of six (6) months from the date of issue or when the entire value has been exhausted, whichever occurs first. At expiry, any remaining available balance will be forfeited.</p> <p>Gifts claimed in this Promotion are for personal use and must not be used for commercial purposes.</p>
<p>Claim Limit</p>	<p>Limit one (1) claim per Participating Product purchased, provided that each claim is submitted separately in accordance with these Terms and Conditions.</p>

GENERAL CONDITIONS

1. Information about Gifts and how to claim, the details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each claimant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. This Promotion is not valid in conjunction with any other offer.
5. Values stated in these Terms and Conditions are in AUD/RRP/including GST.
6. Claimants can only participate in the Promotion in their own name. Claimants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
7. All claimants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Gift to the ineligible person. Payment of the Gift value to the Promoter may be required by the Promoter if this occurs.
8. Incomplete, indecipherable or incorrect claims will be deemed invalid. Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
9. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.
10. The Promoter does not warrant that the claim mechanism will be available, or the Participating Stores will be open, at all times during the Promotion Period.
11. The Promoter is not responsible for any undelivered emails due to a claimant's spam filters or email settings.
12. The Promoter shall not be liable for a Gift being lost, deleted, stolen, damaged or tampered with in any way before it reaches an Eligible Claimant or after it has been released to an Eligible Claimant.
13. Any costs associated with accessing the Promotion or Gift provider's website, or associated with redeeming a Gift are the Eligible Claimant's responsibility and are dependent on the internet service provider used. Claimants must submit their claim manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically submit claims in the Promotion repeatedly is prohibited and will render all claims submitted using such means invalid.
14. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;

- (b) submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or
 - (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
- 15. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 16. As a condition of claiming a Gift, the claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Gift suppliers in their absolute discretion.
- 17. Gifts must be taken as offered and may not be varied. Gifts are not transferable, exchangeable or redeemable for cash. If a Gift is unavailable for any reason, the Promoter reserves the right to substitute another gift of equal or greater value for that Gift, or element of it.
- 18. Except for any liability that cannot be excluded by law, the Promoter, the Promoter's related entities, the Participating Stores and all agencies associated with the Promotion (including their officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Gift value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by a claimant; or (f) use of a Gift.
- 19. The:
 - (a) Promoter, the Promoter's related entities, the Participating Stores and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in this clause,shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Gift, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 20. Eligible Claimants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
- 21. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

22. Immediately upon submission by a claimant, their claim/s becomes the sole property of the Promoter.
23. All information claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding Gifts.
24. The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

OPTING-IN TO HEAR FROM THE PROMOTER

25. Should a claimant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Promotion claim site, information provided by the claimant may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them. Should a claimant who elects to opt in wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter as per clause 26.
26. The Promoter's privacy policy can be found at - <https://www.batteryworld.com.au/Privacy-Policy>

The Privacy Policy contains information on:

- (a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
- (b) how a claimant may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds the Promoter, and how the Promoter will deal with such a complaint.

If a claimant has any questions regarding their privacy, they should contact the Promoter using the contact details contained in the Privacy Policy.

27. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012) or equivalent as amended from.